

# MONROE COUNTY INDUSTRIAL DEVELOPMENT CORPORATION CityPlace \* 50 West Main Street \* Suite 8100 \* Rochester, NY 14614-1218 Phone: (585)753-2000 \* Fax: (585)753-2002 monroecounty.gov

## **GreatRate / GreatRebate Program Application**

## **Company Data**

Name:				_
Address (Non-Residential):				_
City/Town:	State:	Zip Code:		<u>-</u>
Company Contact:	Title:			<u>-</u>
Phone:	Fax:			<u>-</u>
E-mail Address:	Website:			_
Description of Business:				<u>-</u>
Type of Business: Sole Proprietorship	Partnership	Corporation	LLC	Other
Tax ID#				
0wnership				
Name	Percentage		_	
Name	Percentage		_	
Name	Percentage		<u>-</u>	
EMPLOYMENT - As of Date:				
	Total Monroe Co	unty	Total New	York State
Full-Time Employees (At least 30 hours/week; does not include seasonal or temporary employees)				
Part-Time Employees				
Full-Time Equivalent Employees (FTEs) Total calculated as Full-time plus (Part-time/2)				

- > Program is not available to retail, professional service firms or not-for-profit businesses
- > Program requires a minimum of \$50,000 purchase of qualified equipment
- > All equipment purchased must be used exclusively in Monroe County

If you are applying for the GreatRate program (financed purchase); complete pages 2, 3, 5 and 6 If you are applying for the GreatRebate program (cash purchase); complete pages 2, 4 and 5

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For office use only: 2602-0	-

## **GreatRate / GreatRebate Program Application**

Equipment information	ll.
(Attach additional pages if re-	quired)
Equipment to be purchased:	
Equipment Make:	Equipment Model:
Serial Number:	Cost: \$
Is the equipment to be	purchased subject to sales tax? Yes $\square$ No
	e eligible to receive a sales tax exemption through the County of ent Agency (COMIDA) EquiPlus Program.
Program. If your company we equipment (regardless of subtrequest will be reviewed at the unless otherwise specified. ECOMIDA board. All equipmed	ailable to applicants of either the GreatRate or GreatRebate would like to apply, there is a fee of 1/2% of the total cost of posidy amount) plus a \$750 legal fee (COMIDA Attorney). The me monthly COMIDA meeting held the third Tuesday of each month Equipment purchases cannot be paid for until approved by the ment must be purchased in connection with a Monroe County will be used for passenger or personal vehicles.
Would you like to include the application?	EquiPlus program as part of your GreatRate/GreatRebate  Yes No
Will the equipment pu	rchase be made from a local vendor?
	a business located within the following nine (9) county region: n, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
Yes No No (Attach additional pages if re	

## **GreatRate Interest Subsidy Program Application**

## **GreatRate Job Creation Requirement Worksheet**

A. Number of full-time equivalent (FTE) employees f	from page 1:		A
B. Item A x 10% (round up to whole number)		B	
C. Loan/Lease amount subsidized up to a maximum divided by \$75,000 (round up to whole number). I minimum of 1 to a maximum of 4.		C	
D. Item B <u>OR</u> C (whichever is less)			D
E. Total of new employment level to be attained in y	ear one		
and maintained for the term of the subsidy (A+D)			E
Average Colony of Eviating Employee(a):	Φ.		
Average Salary of <b>Existing</b> Employee(s):	\$		
Expected Salaries of <b>New</b> Employee(s):		•	
High <u>\$</u>	Avg <u>\$</u> Lo	ow <u>\$</u>	

## **GreatRate Terms and Conditions**

The GreatRate Interest Subsidy Program provides an interest subsidy on a fixed rate loan or a capital lease used to purchase machinery or equipment provided the company meets the job creation requirement as detailed below. If the equipment purchase is made from a local vendor, the interest subsidy will be 4%; otherwise it will be 3% (see definition of local vendor on page 2).

Note: Rate cannot be subsidized below 1%.

- Loan or Capital Lease subsidy amount: \$50,000 to a maximum of \$300,000 of the loan or capital lease amount.
- Loan or Capital Lease Term: Loan must be fully amortizing. Lease must be a capital lease.
- Subsidy Term: Subsidy period will be for three (3) years, provided job creation goal is attained in year one and maintained in subsequent years.
- Loan or Capital Lease Interest rate: Interest rate must be fixed for the term of the GreatRate subsidy.

#### **GreatRate Job Creation Terms:**

- The loan or lease must result in the creation of one (1) full-time equivalent job for every \$75,000 in amount subsidized **OR** an increase of 10% in the employee base, whichever is less.
- Job creation must occur in Monroe County within 12 months of loan/lease closing. If the company has met the job creation goal within one (1) year, the first subsidy payment will be paid and the company will be surveyed at the end of year two (2). If, at the time of the second survey, the job level is maintained or has exceeded the original goal, the second subsidy payment will be paid. If the goals have been attained for year one (1) and year two (2), the company will be surveyed as in the previous years and will be eligible for the year three (3) payment if the original job creations goals are again met or exceeded. If at any time the company's job level has decreased below the original job creation goal, the subsidy will be discontinued from that point going forward.

#### **GreatRate Additional Terms:**

- In order to qualify for the 4% subsidy rate, the applicant must provide satisfactory proof of purchase from local vendor(s).
- Company will receive GreatRate subsidy payments upon MCIDC's receipt of certification from the participating lender that the company is complying with the terms of the loan or lease.
- If the company relocates outside Monroe County during the subsidy period or within two (2) years after the final payment, the subsidy must be paid back in full.

## **GreatRebate Program Application**

## **GreatRebate Job Creation Requirement Worksheet**

A. Number of full-time equivalent (FTE) employees from page 1:		A
B. Item A x 10% (round up to whole number)	B	
C. Amount of equipment purchase up to \$300,000, divided by \$75,000 (round up to whole number) (minimum 1; maximum 4)	C	
D. Item B <u>OR</u> C (whichever is less)		D
E. Total of new employment level to be attained at end of year two		
(A+D)		E
Average Salary of <b>Existing</b> Employee(s): \$		
Expected Salaries of <b>New</b> Employee(s):		
High <u>\$</u> Avg <u>\$</u> L	ow <u>\$</u>	

### **GreatRebate Terms and Conditions**

The GreatRebate Program provides businesses with a rebate on equipment purchased with cash of at least \$50,000 provided the company meets its job creation requirement as detailed below. If the equipment purchase is made from a local vendor, the rebate will be \$5,000; otherwise it will be \$4,000 (see definition of local vendor on page 2).

#### **GreatRebate Job Creation Terms:**

- The purchase of equipment must result in the creation of one (1) full-time equivalent job for every \$75,000 in equipment purchased up to a maximum of 4 new jobs **OR** an increase of 10% in the employee base (as reported on page 1), whichever is less.
- Job creation must occur in Monroe County within 24 months of the equipment purchase. The company will receive the GreatRebate at the end of the two-year period. The two-year period begins from the date that MCIDC staff received proof of purchase, proof of payment in full for the equipment and inspects to assure delivery of equipment. If the job creation goal is not attained at the end of the two-year period, the rebate will not be paid.

#### **GreatRebate Additional Terms:**

- The applicant must provide satisfactory proof of purchase for all equipment purchased.
- If the company relocates outside Monroe County during the initial two-year period the GreatRebate will not be paid. Additionally, if the company relocates outside Monroe County within two years after receipt of the GreatRebate, the rebate must be paid back in full.

## **GreatRate / GreatRebate Program Application**

## **Company Certification**

The undersigned company officer hereby certifies, on behalf of the company, as follows:

- A. The information contained in this application, including employment information, is true and correct. The company is aware that any material misrepresentation made in the application constitutes an act of fraud, resulting in termination of participation in the GreatRate/GreatRebate program and any other MCIDC sponsored program and repayment by the company of interest subsidy/rebate granted by the GreatRate/GreatRebate program.
- B. The company is aware that it may receive two concurrent interest subsidies under the GreatRate program and two concurrent rebates under the GreatRebate program. The company is further aware that an additional condition of eligibility for re-applying to either program is retention of employment at the level required in the previous approval letter.
- C. If using the GreatRebate program, neither financing nor leasing has been used to acquire the equipment.
- D. Company agrees to complete the required job survey. If the survey is not received within 30 days from the survey date, the subsidy/rebate will not be paid. In addition to the survey, for the GreatRate program, MCIDC must also receive an annual certification from the participating lender.
- E. The company will maintain its primary offices and business operations at a non-residential address in Monroe County.
- F. If the company files for protection under any chapter of the Bankruptcy Code, makes an assignment for the benefits of creditors or has any similar financing difficulty or default under any other loan agreement, the GreatRate/GreatRebate will not be paid.
- G. Equipment is generally defined as manufacturing equipment, data handling equipment, information systems (including computers, peripheral equipment and software). All equipment purchased must be housed in a Monroe County facility.
- H. All jobs created in relation to the GreatRate/GreatRebate program must be created within Monroe County.
- I. If a company has received a GreatRate and relocates outside Monroe County during the subsidy period or within two (2) years after the final payment, any subsidy payment received by the company must be paid back in full.
- J. If a company has received payment for a GreatRebate and relocates outside Monroe County within two (2) years after receipt of the rebate, the rebate must be paid back in full.
- K. The undersigned, on behalf of the company, certifies that the company and all officers which own a minimum of 20% are current and will remain current throughout the term of this agreement on all real property, federal, state, sales, income and withholding taxes.
- L. Company understands qualification for participation in the GreatRate/GreatRebate program will be determined by MCIDC at its sole discretion.

IN WITNESS WHEREOF, the undersigned has executed this company's certificate as of this date:

Date:	
Company Name:	
Name & Title (please print):	
Signature:	

## **GreatRate / GreatRebate Program Application**

### **Lender Certification**

Loan/Capital Lease Amount:	\$
Loan/Capital Lease Term:	
Fixed Interest Rate:	

The undersigned officer hereby certifies, on behalf of the Lender, as follows:

- A. The interest rate in this application, for the loan/capital lease shown above was calculated based upon the current interest rate that would be charged in the absence of the program. The interest rate will be a *fixed interest rate charged during the term of the GreatRate Interest Subsidy Program.*
- B. In connection with the loan/capital lease that is the subject of this application, the lender will not charge any points, origination fees, handling fees, service charges, refinancing fees, or penalties or charges other than those normally charged by the Lender for loans or leases of the type being made without regard to the GreatRate program. The Lender will not change terms and/or conditions during the term of the GreatRate subsidy period.
- C. Lender agrees to provide MCIDC with a copy of the loan or lease agreement and copies of the UCC filings.
- D. Lender agrees to provide MCIDC with an annual certification which evidences that the Borrower is complying with the terms and conditions of the loan or capital lease, and that the loan or lease is current as of certification submission.
- E. The information contained in this Lender's certification is, to the best of the Lender's knowledge, after due inquiry, true and correct. In the event the information provided is inaccurate or misleading, MCIDC reserves the right, at its sole discretion, to terminate participation in the GreatRate program.

IN WITNESS WHEREOF, the undersigned has executed this Lender's certificate as of this date:

Date:	
Loan Officer's Name & Title (please print):	
Signature:	
Lending Institution:	
Address:	
Phone:	Fax:
E-mail:	